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THIS DOES NOT  
CIRCULATE

AGREEMENT

BETWEEN

THE

BOARD OF EDUCATION

EAST WINDSOR REGIONAL SCHOOL DISTRICT

AND THE

EAST WINDSOR REGIONAL

TECHNICIANS

ASSOCIATION

July 1, 1979 to June 30, 1982

LIBRARY  
Institute of Management and  
Labor Relations

JAN 24 1980

RUTGERS UNIVERSITY

## PREAMBLE

This Agreement is entered into this            day of            , 1979, by and between the Board of Education of the East Windsor Regional School District, hereinafter called the "Board", and the East Windsor Regional Technician Association, hereinafter called the "Association".

## ARTICLE I - RECOGNITION

- A. The Board hereby recognizes this Association for the years July 1, 1979-June 30, 1982 as the majority representative for collective negotiations as defined in the New Jersey Public Employer-Employee Relations Act, Chapter 123, Laws of 1974 concerning grievances and terms and conditions of employment for personnel under contract by the Board in the following job categories:

### TECHNICIANS

(all other employees are excluded)

## ARTICLE II - MANAGEMENT RIGHTS AND PRIVILEGES

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations.

- a. to direct employees of the school district;
- b. to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees;
- c. to relieve employees from duty because of lack of work or for other legitimate reasons;
- d. to maintain efficiency of the school district operations entrusted to them;
- e. to determine the methods, means and personnel by which such operations are to be conducted; and
- f. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

### ARTICLE III - ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish the Association available information that is in the public domain upon reasonable request. The Board shall furnish copies of the available information upon written request therefor but shall not be required to prepare information not already in existence.
- B. The Association shall have the privilege to use space in school buildings at reasonable non-school hours on school days for meetings provided that the approval of the principal of Community Education School has been secured in advance of the time of all such meetings in accordance with Board Policy.
- C. The Association will have reasonable use of the post boxes and the inter-school mail service.
- D. The Board and the Association agree to share equally in the cost of reproducing this agreement as arranged.

### ARTICLE IV - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement in a good-faith effort to reach agreement on the terms and conditions of Technicians' employment. Such negotiations shall begin not later than September 15, 1981. Any agreement so negotiated shall apply to all Technicians, be reduced to writing, be signed by the Board and Association and be adopted by the Board and Association.
- B. This agreement shall not be modified in whole or in part by the parties except by mutual agreement in writing.

### ARTICLE V - GRIEVANCE PROCEDURE

#### 1. DEFINITIONS

- A. A grievance is a claim by an employee that he/she has suffered a loss or injury as a result of misinterpretation, misapplication or violation of this Agreement, policies, or administrative decisions.
- B. An aggrieved person is the person or persons making the claim.
- C. All days referred to in this procedure shall be calendar days.

2. PURPOSE

The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible administrative level.

3. PROCEDURE

Grievances should be processed as rapidly as possible; therefore, the number of days indicated at each administrative level should be considered as a maximum and every effort should be made to expedite the process. The time limit may, however, be extended by mutual agreement.

Level one -

- (a) Any employee who has a grievance shall discuss it first with his/her immediate superior in an attempt to resolve the matter informally at that level.
- (b) If, as a result of this discussion, the matter is not resolved to the satisfaction of the employee within five (5) calendar days, they shall set forth their complaint in writing to the Assistant Superintendent for Support Services. The Assistant Superintendent for Support Services shall communicate a decision to the employee in writing within three (3) calendar days of receipt of the written complaint.

Level two -

The employee may appeal the Assistant Superintendent for Support Services' decision to the Chief School Administrator. The appeal to the Chief School Administrator must be made in writing and must set forth the grounds upon which the grievance is based. The Chief School Administrator shall request a report on the grievance from the Assistant Superintendent for Support Services, shall confer with the concerned parties and, upon request, with the employee or Assistant Superintendent for Support Services separately. The Chief School Administrator shall attempt to resolve the problem within a period not to exceed ten (10) calendar days. The Chief School Administrator shall communicate a decision in writing, along with supporting reasons to the employee and the Assistant Superintendent for Support Services.

Level three -

If the grievance is not solved to the employee's satisfaction, he/she may request an informal appearance with the Board. The request shall be submitted in writing to the Chief School Administrator who shall attach all related papers and forward the request to the Board. A committee of the Board shall review the grievance, conduct the informal appearance with the employee, if requested, and render a decision in writing within thirty (30) days.

Level four -

If the aggrieved person is not satisfied with the disposition of his/her grievance at level three or if no decision has been rendered within thirty (30) days, he/she may, within five (5) days after a decision made by the Board of Education or thirty (30) days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit the grievance to an advisory committee composed of two (2) members selected from the East Windsor School District; (one (1) selected by the Association and one (1) by the Board of Education) (not employed by the East Windsor Board of Education). The two (2) members shall select \*a third party to review and hear the grievance by conferring with representatives of the Board and Association and hold hearings promptly and shall issue a recommendation to the Board of Education not later than twenty (20) days after the close of the hearings. The Board of Education, as a whole, shall review the recommendation(s) and render a decision in writing within fifteen (15) days. The Board's decision shall be final.

\*If the Advisory Committee cannot agree upon a third party, the committee shall request the Mercer County Appointments Judge to assign a third party to hear the grievance.

4. MISCELLANEOUS

- A. An aggrieved person may be represented at all stages of the grievance procedure, by himself/herself or at his/her option, by another person of his/her own choosing, to appear with him/her or for him/her pursuant to Chapter 123, 1974, Public Laws of New Jersey.
- B. Each party shall bear the total cost incurred by itself. Fees and expenses of the third party shall be borne equally by the parties.
- C. There will be no suspension of grievance procedure when schools are not in session, except by mutual consent of the parties in writing.
- D. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.
- E. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.

#### ARTICLE VI - VACANCIES

Technician vacancies will be announced in accordance with Board policy.

#### ARTICLE VII - LEAVES OF ABSENCE

Leaves of Absence without pay may be granted to members employed three (3) or more years represented by the Association, and that leaves of absence without pay for good causes may be approved or rejected upon written application to the Chief School Administrator and the Board. Such application is to be received by the Chief School Administrator thirty (30) days prior to the commencement date of the requested leave. In emergency situations, in which thirty (30) days notice would not be possible, the request must be submitted in writing for the approval or disapproval of the Chief School Administrator and would be subject to the concurrence of the Board in writing. An employee may request, in writing, a leave of absence without pay for child care, maternity, paternity, or adoption, for a period of not more than one (1) employee work year. The original request, or the request for up to one full year's extension of this approved leave, must be submitted in writing to the Chief School Administrator and the Board and may be approved or rejected. Three (3) year status is not required.

This leave of absence is granted without salary.

1. This leave of absence may exist for one employee work year and up to one full year's extension thereafter until the beginning of the next employee work year. At this time, the employee must return or officially resign the position.
2. This leave of absence may be shortened upon written request and Board of Education approval. This approval will be based upon the staffing needs of the district at the time of request and the satisfactory assurance that the employee is again able to devote full time to his/her position.
3. Employees on this leave of absence may be employed as regular substitutes in the district any time following the birth or adoption of the child upon written request to, the approval of, the Board of Education and the administrative staff.

A. Personal Illness Days

The Board agrees to provide employees with fourteen (14) days per year at full pay for personal illness. Unused days may be accumulated for use in subsequent years.

1. The Board further agrees that after all such personal illness days as indicated in the preceding paragraphs are exhausted, an additional ten (10) days per year shall be provided at the employee's rate of pay less substitute pay; but in no case less than half pay for the employee.
2. All such personal illness days shall be governed by State law, and all employees shall provide a doctor's certificate for illnesses exceeding three (3) consecutive days.

B. Illness in the Immediate Family Days

The Board agrees to provide the employees with three (3) days per year at full pay for illness in the immediate family (father, mother, husband, wife, brother, sister, child, mother-in-law, and father-in-law).

The Board agrees that, after all such illness in the immediate family day, as indicated in the preceding paragraph, are exhausted, an additional seven (7) days per year shall be provided at the employee's rate of pay less substitute pay.

An absence because of an illness in the immediate family which exceeds ten (10) days per year may be granted by the Chief School Administrator at full deduction in pay.

C. Death in the Family Days

The Board agrees to provide the employees with five (5) days per event at full pay for death in the immediate family. After all such death in the immediate family days are exhausted, the Board agrees that additional days may be granted by the Chief School Administrator at full deduction in pay.

D. Death in other than the Immediate Family Day

The Board agrees to provide the employees with one (1) day per event at full pay for a death in other than the immediate family (grandparents, uncles, aunts, cousins, nieces, nephews, brother-in-law, and sister-in-law). After the death in other than the immediate family day is exhausted, the Board agrees that additional days may be granted by the Chief School Administrator at full deduction in pay.

E. Marriage Days

The Board agrees to provide employees with three (3) days per year at full pay for marriage. After such marriage days are exhausted, the Board agrees that additional days may be granted by the Chief School Administrator at full deduction in pay.

F. Days for Jury Duty or Subpoena by Court

The Board agrees to provide an employee full pay for each day that the employee's presence in court is required by subpoena. The Board further agrees to provide an employee full pay for each full day that the employee is required to be in court for jury duty.

G. Days for Other Reasons

The Board agrees to provide four (4) days leave of absence with pay to employees for religious, legal, business, household, or family matters which require absence from work during working hours. Application to the Chief School Administrator for days for other reasons shall be made within two (2) weeks except in cases of emergency, except that a full deduction will be made for absences on the day before or after a vacation.

H. Maternity Leave

Maternity leave shall be granted consistent with New Jersey law and the decision and orders of the Division of Civil Rights of the Department of Law of the State of New Jersey.

I. Vacation Days

The Board agrees to provide 12 month employees who regularly work more than 4 hours per day, vacation days on the following schedule:

Less than one (1) year of employment as a 12 month employee	- 1 day per month prior to July 1 to a maximum of 10 days.
1 year through 5 years as a 12 month employee	- Ten (10) days per year.
6 years through 12 years as a 12 month employee	- Fifteen (15) days per year.
13 years and over as a 12 month employee	- Twenty (20) days per year.



When possible, and with supervisor's permission, vacation time may be taken during the school year rather than during July and August.

If an employee terminates employment before the end of his/her contract year, the employee shall be paid his/her accumulated vacation time.

J. Holidays

The Board agrees to provide a nineteen (19) day paid holiday schedule according to school calendar for 12 month employees: These days to be determined by the Chief School Administrator after the school calendar has been adopted by the Board of Education for each year that this Agreement is in force (July 1, 1979-June 30, 1980) and (July 1, 1980-June 30, 1981) and (July 1, 1981-June 30, 1982).

K. Retirement

The Board participates in the Public Employee's Retirement System and contributes to this system as required.

ARTICLE VIII - INSURANCE PROTECTION

A. Health Insurance

The Board shall maintain, at Board expense, group health insurance coverages for all employees and dependents at 100% full family/dependent coverage as follows: a hospitalization plan, a medical plan, an extended benefit plan usually referred to as "Rider J" type coverage and a major medical plan.

In the event of any change in the contracted insurance carrier or carriers, the employee shall be guaranteed coverage of equal to or better than the present contract.

B. Injury Insurance

The Board shall maintain, at Board expense, insurance coverage for all employees for all injuries occurring in the performance of their duties and which are promptly reported to the employee's immediate superior.

C. Liability Insurance

The Board shall maintain, at Board expense, a liability policy which affords personal liability and legal expense protection for the employee up to \$100,000 per year per employee (to a maximum for all employees of \$1,000,000 per year) as regards actions of the employee in the course of his/her work.

D. Prescription Plan

The Board shall maintain, at Board expense, a 100% prescription plan, Hospital Service Plan of New Jersey, for all employees represented by this Association and their dependents.

E. New Jersey Dental Service Plan

The Board shall maintain, at Board expense, an extended dental coverage \$25.00 deductible, known as the N.J. Dental Service Plan for all employees represented by this Association and their dependents.

ARTICLE IX - WORKING CONDITIONS

Work Hours

12 month employees work eight (8) hours per day including a 30 minute duty free lunch period. Hours to be determined by Chief, Instructional Service Center with the approval of the Assistant Superintendent for Support Services.

Overtime

Authorized overtime will be paid at the rate of 1½ the basic salary for all hours worked over 40 hours per week. An employee required to return to work beyond his/her regularly scheduled shift shall be paid a minimum of two (2) hours overtime.

ARTICLE X - SALARY

For the three year period of this agreement, July 1, 1979-June 30, 1982, the Board will allocate funds for salaries, for members represented by the East Windsor Technicians Association as follows:

- A. For the first year of this agreement, July 1, 1979-June 30, 1980, the Board guarantees a salary increase of 4% and will provide total performance monies in the amount of 4%. Total performance monies shall be calculated by the Chief School Administrator, based on the total existing salaries as of June 30, 1979.
- B. For the second year of this agreement, July 1, 1980-June 30, 1981, the Board guarantees a salary increase of 4% and will provide total performance monies in the amount of 4%. Total performance monies shall be calculated by the Chief School Administrator, based on the total existing salaries as of June 30, 1980.

- C. For the third year of this agreement, July 1, 1981-June 30, 1982, the Board guarantees a salary increase of 4% and will provide total performance monies in the amount of 4%. Total performance monies shall be calculated by the Chief School Administrator, based on the total existing salaries as of June 30, 1981.
- D. Performance will be determined on the basis of two (2) evaluations per year. Procedures for these evaluations will be discussed and mutually agreed to between the Chief ISC, and members of the Association in consultation with the Assistant Superintendent for Instruction and the Assistant Superintendent for Support Services. The Chief School Administrator retains the overall authority to formalize and finalize these procedures.
- E. Total performance monies will be calculated by the Chief School Administrator on June 30, 1979, June 30, 1980, June 30, 1981, and will be distributed during the year for which it was calculated.

#### ARTICLE XI - EMPLOYMENT, NON RENEWAL, TERMINATION & RESIGNATION

##### A. Employment Procedure

Date - On or before June 15 of each year, if possible, the Board shall give to each employee represented by the Association:

- a. A written offer of a contract for employment for the next succeeding contract year.

##### B. Non-Renewal

A written notice of non-renewal shall be given to each employee not offered employment on or before June 15, if possible.

Reasons - An employee who receives a notice of nonemployment may within five (5) calendar days thereafter, in writing, request a statement of reasons for such nonemployment from the Assistant Superintendent - Support Services who did not recommend their reemployment, which statement shall be given to the employee in writing within five (5) calendar days.

##### C. TERMANATION FOR CAUSE

A TERMINATED EMPLOYEE SHALL RECEIVE A THIRTY (30) CALENDAR DAY NOTICE OF TERMINATION OR ONE MONTHS PAY IN LIEU OF NOTICE.

EARNED VACATION SHALL BE PAID ACCORDING TO THE PROPORTION OF FULL MONTHS WORKED IN THE TOTAL CONTRACT YEAR.

D. RESIGNATION

AN EMPLOYEE WHO IS RESIGNING FROM HIS/HER POSITION SHALL GIVE  
A THIRTY (30) CALENDAR DAY NOTICE OF RESIGNATION,

EARNED VACATION SHALL BE PAID ACCORDING TO THE PROPORTION OF  
FULL MONTHS WORKED IN THE TOTAL CONTRACT YEAR,

ARTICLE XII - DURATION

The Board and the Association agree that all negotiable items have been discussed during the negotiations leading to this agreement and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not through the life of this agreement, expiration date June 30, 1982. If a successor agreement has not been ratified by the termination date of this agreement, this agreement will remain in full force and effect until such time as a successor agreement has been ratified.

IN WITNESS WHEREOF, the President and Secretary of the ASSOCIATION have hereunto set their hands and seals, and the Board has caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this 14<sup>th</sup> day of May, Nineteen hundred and seventy-nine.

Signed and Sealed and Delivered  
in the presence of

EAST WINDSOR REGIONAL TECHNICIANS  
ASSOCIATION

By: Marc L. Owen L.S.  
President

By: Antonia G. Rocco L.S.  
Secretary

ATTEST:

Joanne B. Cleland

BOARD OF EDUCATION OF EAST WINDSOR  
REGIONAL SCHOOL DISTRICT

By: Raymond A. Miller L.S.  
President

THE EAST WINDSOR REGIONAL BOARD OF EDUCATION IS AN EQUAL OPPORTUNITY EMPLOYER F/M.